Government of Karnataka

Office of

BENGALURU SOLID WASTE MANAGEMENT LIMITED

REQUEST FOR PROPOSAL

Operation and Maintenance of 150 TPD wet waste processing plant located at Lingadheeranahalli

……

Deputy General Manager- 2
Bengaluru Solid Waste Management Limited (BSWML)
1st and 2nd floor, BBMP Building, Timmaiah Road,
Vasanth Nagar, Bengaluru -560 052

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	**3**
Section II	Information to Consultants (ITC)	**4**
	Data Sheet – Information to Consultants	**10**
Section III	Technical Proposal – Standard Forms	**13**
Section IV	Financial Proposal – Standard Forms	**23**
Section V	Terms of Reference	**29**
Section VI	Contract for Consultant's Services	**30**
	I. Form of Contract	**33**
	II. General Conditions of Contract	**35**
	III. Special Conditions of Contract	**44**

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-2, 1st Floor, BBMP Building, Thimmaiah Road
Vasanth Nagar, Bengaluru-560052.

****

No.DGM-2/BSWML/TEND/08/2025-26 Date: 30.05.2025

INVITATION FOR TENDER (IFT)

(Only through GOK KPP Portal Only)

1. The waste processing plants established by BBMP are to be operated and maintained to process wet waste with approved technology to generate compost as per SOP.
2. In view of this, tenders are invited on behalf of Managing Director, BSWML for the following works.
3. The Tender documents can be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in) on payment of prescribed fee noted against each item of work (non-refundable) in the form of e-Payment through Karnataka Public Procurement Portal. The Bidder shall submit the bid through Karnataka Public Procurement Portal.

Sl. No	Name of the Work	Estimated amount Rs.in lakhs	EMD (in Rupees)	Stipulated Period of Service Contract
1	**Operation and Maintenance of 150 TPD wet waste processing plant located at Lingadheeranahalli**	**992.46**	**Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.13,88,700/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank**	**24 Months**
2	Operation and Maintenance of 150 TPD wet waste processing plant located at Subbarayanapalya	992.46	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.13,88,700/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank	24 Months

CALENDER OF EVENTS:

1. Date of Pre bid meeting: 10.06.2025 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.
2. Last date of submission of Bids in KPP Portal: 30.06.2025 before 16:00 hours.
3. The Technical Bid opening date in KPP Portal: 01.07.2025 after 16:30 hours.

NOTE:

1. Joint Venture is permissible upto 2 (two) entities. The validity of tender is 180 days from the date of opening of tender.
2. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should the website (https://kppp.karnataka.gov.in)register before participating through the website (https://kppp.karnataka.gov.in)
3. The Bidder shall be required to meet eligibility criteria as per the tender conditions vide Bid Document.
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal Helpdesk.
7. Any Addendum/Corrigendum shall be published in the KPP Portal only.

Sd/-

Deputy General Manager-2

BSWML, Bengaluru.

SECTION 1. LETTER OF INVITATION

1. ***Bengaluru Solid Waste Management Limited***, invites Proposals to provide the following Services: **"Operation and Maintenance of 150 TPD wet waste processing plant located at Lingadheeranahalli"** for a period of 24 months. More details on the Services are provided in the attached Terms of Reference.

2. A Bidder will be selected under Least Cost Selection (LCS) procedures described in this RFP.

3. The RFP includes the following documents:

Section 1 -	Letter of Invitation
Section 2 -	Information to Bidders
Section 3 -	Technical Proposal - Standard Forms
Section 4 -	Financial Proposal - Standard Forms
Section 5 -	Terms of Reference
Section 6 -	Standard Form of Contract.

4. Please inform us, upon receipt:
   - That you received the letter of invitation; and
   - Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours sincerely,

Deputy General Manager- 2
Bengaluru Solid Waste Management Limited
(BSWML)

SECTION 2. INFORMATION TO BIDDERS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Bidder are invited to submit a Technical Bid and a Financial Bid, as specified in the Data Sheet (the Bid) for services required for the Assignment named in the Data Sheet ***through the KPP portal***. The Bid will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Bidder under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidder are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects Bidder to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidders.

1.7.2 As pointed out in para. 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.

1.8 It is GOK's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) Will have the right to require that, GOK to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Bidders may request a clarification of any item of the RFP document up to the number of days indicated in the KPP portal. Any request for clarification must be through KPP portal. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received up to pre- bid meeting. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other bidders in the KPP portal without identifying the source of request for clarification.

2.2 Before the deadline for submission of bids, the Client may modify the bidding documents by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in. Any addenda thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders in the KPP portal. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend as necessary the deadline for submission of bids.

3. PREPARATION OF PROPOSAL

3.1 Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

(i) If a Bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or other firms or entities in a joint venture, as appropriate.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(vii) **To qualify for award of this contract, the bidder in his name should have in the last five years i.e., 2019-20 to 2023-24**

a) Qualification Criteria

Sl No	Criteria	Documents to be uploaded
1	Achieved in at least two financial years a minimum annual financial turnover of **Rs.968.26 Lakhs.** In case of Joint Venture the combined turnover should meet the criteria.	Turnover certificate has to be duly certified by the Chartered Accountant
2	The bidder / JV should collectively have satisfactorily completed at least one work of similar nature in MSWM of value not less than **Rs. 242.06 lakhs** in any one year during last five years or (50% of the estimated cost for one year). or The bidder / JV should collectively have supplied manpower for value not less than **Rs. 242.06 lakhs** for O&M of a MSW processing plant in any one year during last five years or (50% of the estimated cost for one year).	In this regard, the bidder shall upload work done certificate duly certified by officer not below the rank of Executive Engineer and/or Deputy General Manager as the case may be
3	The bidder / JV should collectively have successfully completed processing of Wet Municipal solid waste of **43800 MT** quantity in any one year during last five years (80% of the estimated waste quantity). or The bidder / JV should collectively have supplied minimum manpower of 42 numbers for O&M of a Wet MSW processing plant of minimum 150TPD capacity/ producing compost from MSW of capacity of (80% of estimated manpower requirement).	In this regard, the bidder shall upload work done certificate duly certified by officer not below the rank of Executive Engineer and/or Deputy General Manager as the case may be.

4	liquid assets and or availability of credit facilities of not less than **Rs. 145.00 Lakhs**	(Credit lines/ letters of credit/ certificates from banks for meeting the fund requirement etc). (Usually not less than 30% of the estimated cash flow).
NOTE	Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria	

b) Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as and

Assessed available tender capacity = (A*N*1.50 - B)

Where

A = Maximum value of works executed in any one year during the last five years *(updated to 2025-26 price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited

B = Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next 2 years.

Financial Turnover of previous years indicated in clause 3.3 (viii) (b) above shall be given a weightage of 10% per year to bring them to the price level of 2024-25.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last three (3) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

3.6 Joint Ventures

3.6 (i) Eligibility	If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered and shall otherwise meet the requirements as mentioned in data sheet.
3.6 (ii) Qualification Criteria	The joint venture must satisfy collectively the criteria. For this purpose the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:
	(a) Eligibility criteria (b) wholly/severely and jointly responsible for the Project (c) Financial means (d) personnel capabilities
3.6(iii) Litigation history	Litigation history In accordance with the above, the Application shall include all related information required under for individual partners in the joint venture.

3.6(iv) Partner in Charge	One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
3.6(v) Partner Limitation	The Joint Venture shall be between two entities
3.6(vi) Joint and Several Liability	All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 3.6 (iv) above.
3.6(vii) Joint Venture Agreement	A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the Application in 3 I JV format. Pursuant to Sub-Clauses 3.6 above, the JV A shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities.
3.6 (viii) Dissolution of Joint Venture	In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may pre-qualify if they meet all of the pre- qualification requirements, subject to the written approval of the Employer. Individual members of a dissolved joint venture may participate as subcontractor to qualified Applicants, subject to the provisions

Financial Proposal

3.7 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance,

printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.8 Bidders shall express the price of their services in Indian Rupees.

3.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Technical Bid and Financial Bid; see para 1.2 shall be uploaded in the KPP portal. The documents and details mentioned in clause 3 above shall be submitted online on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act. The bidder shall submit their quote in KPP Portal only as per Schedule -1

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. The bidding under this contract is electronic bid submission through website https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the secured login.

4.3 Bidders are requested to go through the bid documents carefully and submit the required information without exception otherwise bids will be rejected.

4.4 The completed bid comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document

4.5 Bids must be received by the Client online not later than time specified in the bid data sheet. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

4.6 After the deadline for submission of Bids the Technical Bid will be opened on the date & time as mentioned in NIT. The Financial Bid of the successful bidders only will be opened after completion of technical bid evaluation.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of technical Bid is completed, the Client shall notify those Bidder whose Bids did not meet the minimum qualifying mark or were considered nonresponsive to the bid document and Terms of Reference, indicating that their Financial Bids will not be opened after completing the selection process. The Client shall simultaneously notify the Bidders those have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids. The opening date shall not be sooner than one week after the notification date.

The notification may be intimated through the KPP portal.

~~5.5 deleted.~~

~~5.6 deleted.~~

5.7 The Client will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Bidder will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet and through the KPP portal. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 The financial negotiations will involve the operational costs of the plant (not on breakdown of fees).

6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Bid. Before contract negotiations, the Client will require assurances that the experts and the tools and equipment's will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Bid without confirming their availability, the Bidder may be disqualified.

~~6.5~~ deleted~~.~~

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful (para 5.3)

7.2 The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Bidders

Clause Reference	
1. 1	The name of the Client is: ***Bengaluru Solid Waste Management Limited*** The method of selection is: ***Least Cost Selection (LCS)***
1.2	Technical and a Financial Bids are requested: ***Yes*** The name, objectives and description of the Assignment are: The ***Bengaluru Solid Waste Management Limited,*** invites bids to provide the Services for **Operation and Maintenance of 150 TPD wet waste processing plant located at Lingadheeranahalli** ***Objective:*** BSWML has decided to undertake a competitive bidding process for selection of a bidder to manage the operations and maintenance of the Municipal Wet Waste Processing Plant in accordance with the terms and conditions to be set forth in this contract. The objectives that BSWML seek to achieve are as follows: ▪ Larger objective is to improve the health and sanitary conditions in the city; ▪ Ensure efficient and effective operations of the Solid Waste Management System and meet the requirements of SWM Rules 2016; ▪ Ensure operations and maintenance of the processing facility in a manner to ensure sustainability of the system in the long run; ▪ Ensure that all the MSW collected is treated and disposed in a manner that is compliant to all applicable environmental and other laws; and
1.3	The Assignment is phased: ***NO.*** The contract for 24 months shall be awarded to the bidder.
1.4	A pre-Bid meeting will be held: Yes Date: 10.06.2025 Time: 15:00 hrs The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Deputy General Manager-2 Bengaluru Solid Waste Management limited (BSWML) 1st Floor, BBMP Building, Timmaiah Road , Vasanth Nagar, Bangalore – 560 052
1.5	The Client will provide the following inputs: The disposal facility SOP shall be shared to successful bidder.
1.7.2	The Client envisages the need for continuity for downstream work: **Yes**
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested ***up to one day prior*** to pre-Bid conference
3.1	Bids should be submitted in the following language(s): ***English***
3.3	i. Shortlisted Bidder may associate with other shortlisted Bidder: No

<table>
<tr><th>Clause Reference</th><th></th></tr>
<tr><td></td><td>
ii. The estimated number of key professional staff months required for the assignment & minimum required experience of proposed key professional staff is
<table>
<tr><th>Position</th><th>Qualification</th><th>Experience</th></tr>
<tr><td colspan="3">1. Key Personnel</td></tr>
<tr><td>Supervisor – 2 numbers</td><td>BSc/ Diploma in Civil/ Environment/ Chemical/ Electrical/ Mechanical or equivalent</td><td>Should have minimum 3 years' experience in operating and maintaining MSW processing plants</td></tr>
<tr><td>Plant Operator – 2 numbers</td><td>ITI</td><td>Should have minimum 2 years' experience in operating and maintaining MSW processing plants</td></tr>
</table>
iii. Reports which are part of the assignment must be written in the following language: English
</td></tr>
<tr><td>3.4</td><td>i. Training is an important feature of this Assignment: Yes
ii. Additional Information in the Technical Bid includes: Nil</td></tr>
<tr><td>3.8</td><td>Bids must remain valid 180 days after the submission date</td></tr>
<tr><td>4.5</td><td>Bids must be submitted no later than the following date and time 30.06.2025 before 16:00 hrs</td></tr>
<tr><td>5.1</td><td>The address to send information to the Client is
Deputy General Manager-2
Bengaluru Solid Waste Management limited (BSWML)
1st Floor, BBMP Building, Timmaiah Road ,
Vasanth Nagar, Bangalore – 560 052</td></tr>
<tr><td>5.3</td><td>The number of points to be given under each of the evaluation criteria are:</td></tr>
<tr><td></td><td>
<table>
<tr><th></th><th></th><th><u>Points</u></th></tr>
<tr><td>(i)</td><td>Specific experience of the bidder related to the Assignment</td><td>05</td></tr>
<tr><td>(ii)</td><td>Adequacy of the proposed work plan and methodology in responding to the TOR</td><td>25</td></tr>
<tr><td>(iii)</td><td>Qualifications and competence of the key professional staff for the Assignment</td><td>60</td></tr>
<tr><td>(iv)</td><td>Suitability of the transfer of knowledge program (training)</td><td>10</td></tr>
</table>
Total Points: 100

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:
Points
</td></tr>
</table>

Clause Reference	
	(i) General qualifications 30 (ii) Adequacy for the project 60 (iii) Experience in region & language 10 Total Points: 100 **The minimum technical score required to pass is : 75 Points**
7.2	The Assignment is expected to commence at Lingadheeranahalli MSW Processing Plant : ***Actual O&M will commence within 7 days from the date of agreement becoming effective.***
Note 1:	Bidders are required to pay EMD of Rs.14,88,700.00 lakhs out of which Rs. 1,00,000.00 lakh shall be paid online through KPP Portal & balance Rs. 13,88,700.00 lakhs through KPP Portal/in the form of Fixed Deposit/DD drawn in favor MD, BSWML/ Bank Guarantee drawn as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD/DD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the validity of the bid. The bidder shall upload the scanned copy of BG in the bid before the deadline for bid submission.
Note 2:	If bidder quote tender price below the contract value, should pay difference amount in the form of BG, Fixed Deposit/DD drawn in favor MD, BSWML. Before award of Tender Bidders are required to submit Security Deposit of Rs. 50.00 lakhs (5% of estimated cost) in the form of Fixed Deposit/DD drawn in favor MD, BSWML/ Bank Guarantee as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore FD/DD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project.

Sincerely,

[Name of Client]

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. 3B.	Technical Proposal submission form. Consultant's references.
3C.	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
3D.	Description of the methodology and work plan for performing the assignment.
3E.	Team composition and task assignments.
3F.	Format of Curriculum Vitae of proposed key professional staff.
3G.	Time schedule for professional personnel.
3H.	Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

_____

TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

- ----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal

you receive. We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory:

Name of Consultant: Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. Description of the Methodology And Work Plan For Performing The Assignment

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____

[Signature of staff member and authorized representative of the Consultant] Day/Month/Year

Full name of staff member:_____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																
																Subtotal (1)
2.																
																Subtotal (2)
3.																
																Subtotal (3)
4.																
																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____
(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**** Modify as required for the Assignment.***

3I - Joint Venture Format Mmemorandum of Understanding (*)

between

_____

And

_____

Whereas the Managing Director, BSWML Karnataka State the ' **Employer**' has invited proposal for appointment of agency **Operation and Maintenance of 150 TPD wet waste processing plant located at Lingadheeranahalli –** hereinafter called the Project.

And Whereas _____ (Lead Partner) _____ JV Partner have agreed to form a Joint Venture to provide the said services to the Employer as Agency for Services; and

Now, therefore, it is hereby agreed by and on behalf of the JV Partner as follows:

(i) _____ will be the lead Partner and _____ will be the JV Partner

(ii) _____ (Partner) shall be the in charge of overall administration of contract and shall be authorised representative of all JV Partner for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if service work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Services.

(iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each Partner along with percentage sharing of cost of services shall be submitted to the Employer (Partner may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead Partner)

_____

Managing Director/Head of the Firm
Address
For_____ (Name of JV Partner)

_____

Managing Director/Head of the Firm
Address (* To be executed on appropriate non judicial stamp paper)

3I (A) Power of Attorney of Authorised Signatory (*)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with **us** and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**Operation and Maintenance of 150 TPD wet waste processing plant located at Lingadheeranahalli –'** (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20..... in line with the following points

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

……..

(Signature, name, designation and address)

Witnesses:
1.

2. (Notarised)

Accepted
……
(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. Financial Proposal Submission Form

Deleted

4B. Summary Of Costs

Deleted

4C. Breakdown Of Costs (Rs)

Deleted

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND: In pursuance of the **provisions of current Solid Waste Management Rules** the **Bengaluru Solid Waste Management (BSWML)** is intending to operate the wet waste processing plant located at Lingadheeranahalli waste processing plant 150 TPD capacity**.**

2. CONCISE STATEMENT OF OBJECTIVES:

   i) To improve the ***health and sanitary conditions*** in the city;
   ii) Ensure ***efficient and effective operation and maintenance of the waste processing plant*** already established by the BBMP and meet the requirements of ***SWM Rules 2016***;
   iii) Ensure that all the ***MSW (wet waste) received is treated and disposed*** in a manner that is ***compliant to all applicable environmental and other laws***;

   "Wet waste processing into aerobic compost with windrow technology or any other equivalent technology with neutral technology concept to achieve "the leachate restoration, reduction of garbage malodorous, aerobic fruity odour and to achieve house fly non breeding mechanism"

   The waste received at the facility shall be treated adopting aerobic windrow composting process and the rejects shall be sent to the landfill. The compost prepared as per approved technology shall be handed over to the Client. Arrangement for stacking of finished products shall be made until the Client takes the compost out of the processing plant.

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

   The task assigned to the selected bidder is to receive the wet waste at plant, process it and dispose the rejects as stated in the procedures below. For carrying out this job as per Standard operating procedure, the bidder shall deploy the necessary manpower, machineries and other required materials and operate & maintain the plant for the stipulated duration.

   The daily input quantity of waste at plant is 150 TPD including the moisture content. The stacking of waste before processing & of finished products shall be done as per SOP.

   The inward quantity of the waste at processing plant recorded by weigh bridge shall be considered as actual. It is to be noted that upto 125% of the input quantity incoming as prescribed quantity shall be processed by bidder as per accepted rate of proposal. If the inward quantity is less than the prescribed quantity of plant, the same shall be processed & payment shall be done to selected bidder as per the actual quantity received at plant. The payment of processing shall be made as per the payment schedule.

   The maintenance of weight bridge is to be done by bidder. The inward quantity records & the disposal quantity records shall be maintained by bidder. The records can be called for review by Client for verifying the KPIs & release of payment.

   The leachate generated in the plant shall be transported/supplied through existing drain network to

the collection sump & same shall be transported to designated site using vehicles as specified.

The compost prepared as per approved technology shall be handed over to the Client. Arrangement for stacking as per SOP of finished products shall be made by the bidder until the Client takes the compost out of the processing plant.

It is to be noted that before signing of the agreement, the selected bidder shall conduct a joint site visit with the Client to record the condition of the plant & same shall be recorded through checklist before handing over of the plant to selected bidder. After completion of the project tenure, the checklist shall be reviewed by Competent Authority for handing over the facility back to the Client in the same condition.

Detailed Scope of work:

i. **Manpower deployment for plant operation & maintenance: The minimum manpower required for operation of plant is calculated as per the Standard Operation Procedure. The manpower shall work in the prescribed number of shifts as follows:**

Sl.No.	Description	Minimum manpower for operation per shift	Shifts
1	Plant Supervisor	3	1
2	Plant operators	3	1
3	**Driver**		
a	Excavator Driver	1	1
b	Tipper Driver	4	1
c	JCB Driver/Case Doser	4	1
d	Tractor Driver	2	1
4	**Unskilled Labour**	22	1
a	Windrow Maintence	4	1
b	Preparatory Maintence	5	1
c	Pre sorting	5	1
d	Refinement	3	1
e	House Keeping	5	1
5	chemical sprayers	4	1
6	Electrician	1	1
7	Mechanic	1	1
8	Chemist	1	1
9	Data Entry,Operator, Typist	1	1
10	Garden Maintenece	4	1
11	Store Manager	1	1
12	Weigh Bridge Operator	1	1
	Sub Total	**53**	

The bidder may employ additional labour as per the requirement for which no additional cost will be borne by the client. The bidder shall pay all the manpower engaged the EPF as per EPFO guidelines & procure the ESI as per applicable rules of Karnataka. As part of welfare, the bidder must ensure that proper change rooms, toilets & restroom/shade is provided for manpower engaged. The change rooms & toilets shall be made available by client & same shall be maintained separate for men & women.

The selected bidder shall make the payment to its employees & workmen within 8th of every month irrespective of payment received by Client. It is responsibility of the selected bidder to produce previous month's ESI, PF contribution receipts & salary quittance of the deployed staff along with bill for payment, this shall be strictly adhered to, before making payment.

In addition to above stated manpower, the Plant Manager & Marshalls will be deployed by the Client & the selected bidder shall be liable to coordinate with them for operation of processing plant. It is to be noted that manpower engaged by the selected bidder is not entitled for any permanent benefit from the client.

The client, under any circumstances, will not be responsible for non-payment of remunerations to above stated or additional deployed manpower.

Working operators shall be issued a laminated ID affixing latest photograph with details of name, EPF & ESI account numbers, designation, name of agency, date of appointment, any other details etc by the selected bidder. These ID should be strictly worn by the personnel during office hours.

In case of non-deployment of required manpower as stated above, the bidder shall be penalized & payment shall be deducted for each absent personnel as per prevailing labour wages.

ii. Operation & Maintenance of Existing Vehicles at Lingadheeranahalli MSW Processing Plant:

Operation & Maintenance of existing vehicles in Lingadheeranahalli processing plant including Insurance charges, FC, road tax, cost of fuel, all spares for service once in three months, routine and breakdown maintenance as and when required including cost of tools and tackles, machinery, lead, lift, labour, driver etc as per directions of the Engineer in charge of work.

Details of vehicles and assigned tasks are as below:

SNo.	Item Name	Unit	Working Hours per day	Working Place	O & M
1	TATA HITACHI Maintenance and Service ofEX200LC Super and EX210LC Super Cummins 6BT 5.9C	Nos	12	Inside Plant	Regular O&M and breakdown maintenance is required
2	TH76 TATA BACKHOE LOADER Maintenance and Service of TH76 TATA BACKHOE LOADER	Nos	12	Inside Plant	
3	TATA FRONT LOADER Maintenance and Service of TATA FRONT LOADER	Nos	12	Inside Plant	
4	TATA BIG LOADER (Wheel Loader) Maintenance and Service of TATA BIG LOADER (Wheel Loader)	Nos	12	Inside Plant	
5	TATA TIPPER1 6 WHEELER Maintenance and Service of TATA TIPPER1 6 WHEELER	Nos	12	Inside & outside Plant	
6	TATA TIPPER2 6 WHEELER Maintenance and Service of TATA TIPPER2 (6 WHEELER)	Nos	12	Inside & outside Plant	
7	TATA TIPPER3 6 WHEELER Maintenance and Service of TATA TIPPER3 6 WHEELER	Nos	12	Inside & outside Plant	

8	TATA TIPPER4 6 WHEELER Maintenance and Service of TATA TIPPER4	Nos	12	Inside & outside Plant	
9	TATA TIPPER5 10 WHEELER Maintenance and Service of TATA TIPPER5 10 WHEELER	Nos	12	Inside & outside Plant	
10	EICHER TIPPER6 6 WHEELER Maintenance and Service of EICHER TIPPER6 6 WHEELER	Nos	12	Inside & outside Plant	
11	HOLAND TRACTOR1 Maintenance and Service of HOLAND TRACTOR1	Nos	12	Inside Plant	
12	HOLAND TRACTOR2 Maintenance and Service of HOLAND TRACTOR2	Nos	12	Inside Plant	
13	HOLAND TRACTOR3 Maintenance and Service of HOLAND TRACTOR3	Nos	12	Inside Plant	

iii. Maintenance of Electrical Equipments at Lingadheeranahalli MSW Processing Plant: Maintenance of existing Electrical Equipments at Lingadheeranahalli MSW processing plant including cost of all spares, material, machinery, lead, lift, labour etc as per directions of the Engineer in charge of work.

iv. Providing Odour & Flies Control, fogging for Lingadheeranahalli MSW Processing Plant:

Providing Odour & Flies Control, fogging inside Lingadheeranahalli MSW processing plant of approx. area of 9 acres and around the plant for minimum 3km radius including cost of all material, lead, lift, labour etc as per directions of the Engineer in charge of work.

It is the responsibility of bidder to ensure that no nuisance of odour & flies is observed within plant and its vicinity of minimum 3km radius. Daily spraying and fogging arrangements need to be provided as per the directions of plant manager. The list of chemicals (indicative) is as follows:

Details of Odour and flies control, fogging reqirement for Lingadheeranahalli Processing Plant		
SL No	**Parameters**	**Qty Required**
1	Providing Organic essential oils to mask the odour emitted from the windrow area.	100 Litre per month
2	Providing Insecticide for controlling files in and around the plant.	300 Litre per month
3	Providing fly catcher to trap flies inside the box	30 Units (Refilling of chemical is required each month)

The bidder has to maintain the odour threshold limits within the plant & vicinity after conducting the tests as per KSPCB guidelines at plant as per the directions of the Plant Manager. The odour control measures shall be taken on daily basis & records of the same shall be maintained. If any protest arises from the public due to odour nuisance or any other issues related to plant maintenance, the bidder shall be levied penalty for the same.

v. Operation & Maintenance of Existing Machineries at Lingadheeranahalli MSW Processing Plant:

Providing Operation & Maintenance of Existing Machineries at Lingadheeranahalli MSW processing plant with all necessary spares for service once in a month, routine and breakdown maintenance as and when required including cost of tools and tackles, lead, lift, labour etc as per directions of the Engineer in charge of work.

The bidders are required operate and maintain the existing Machinery & equipment on as it is basis, and accordingly bidder shall arrive at the rate to be quoted for processing the waste. Maintenance should involve labour, spares, fuel cost wherever necessary.

The details of existing machinery and tasks to be performed are as follows:

SNo.	Item Name	Unit	Estimate Quantity
1	Maintenance and Service of **Feeder Conveyor in Presorting Section** (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 1500 mm wide chain belt assembly, Belt chain (Simplex), Skirt board, Bearing UCT211, Cast Nylon Plate, Cast Nylon Square, Tube, Plate, Angle, MT400 CC hydraulic motor, Gear box, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges 1set	Nos	1
2	Maintenance and Service of Trommel in Cliend Feeder Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 1000 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Skirt rubber, Cast nylon Plate, Cast nylon round bar, Tube, Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
3	Complete Repair and Service of Trommel and Structure 200 Trommel set (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60x6000x6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4x8x2mm, Frame structure, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
4	Complete Repair and Service of 200 mm Under Size Collecting Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 1000 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
5	Maintenance and Service of Over Size Conveyor of 200 (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 1000 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
6	Maintenanceand Service of Trommel and Structure 100 Trommel set (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60x6000x6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side	Nos	1

	cover 4x8x2mm, Frame structure, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set		
7	Maintenance and Service of Trommel and Structure 100 Trommel set (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60x6000x6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4x8x2mm, Frame structure, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
8	Maintenance and Service of Below 100 Size Conveyor2 (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 800 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, Cast nylon Round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
9	Maintenance and Service of Above 100 Size Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 1000 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast nylon Round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
10	Maintenance and Service of Feeder Conveyor in Presorting Section (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 1000 mm wide chain belt assembly, Belt chain (Simplex), Skirt board, Bearing UCT211, Cast nylon Plate, Cast nylon round bar, Tube, Plate, Angle, MT400 CC hydraulic motor, Gear box, Sprocket , Lubricants, Paint, Consumables and Fasteners including Labour charges 1set	Nos	1
11	Maintenance and Service of Trommel and Structure 35 mm Trommel set (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60x6000x6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4x8x2mm Frame structure, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
12	Maintenance and Service of 35 mm Under Size Collecting Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 800 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast Nylon Square, Tube,	Nos	1

	Angle Plate, Sprocket , Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set		
13	Maintenance and Service of Over Size Conveyor of 35 mm (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast nylon Round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
14	Maintenance and and Service of Air blower Material Colleting Conveyor1 (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 800 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, Cast Nylon Square, Tube, Angle Plate, Sprocket , Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
15	Maintenance and Service of Air blower Material Colleting Conveyor2 (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 800 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, Sprocket , Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
16	Maintenance and Service of Air blower Material Colleting Conveyor3 (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, Cast Nylon Square, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
17	Maintenance and and Service of Trommel and Structure 16 mm Trommel set (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60x6000x6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4x8x2mm, Frame structure, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1set	Nos	1
18	Maintenance and and Service of Below 16 mm Size Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 800 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast nylon round bar, Tube,	Nos	1

	Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set		
19	Maintenance and and Service of Above 16 mm Size Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast nylon round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
20	Maintenance and and Service of Above 16 mm Size Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm wide belt assembly (M243ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, Cast Nylon round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
21	Maintenance and Service of Refinement Feeder Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 800 mm wide chain belt assembly, Belt chain (Simplex), Skirt board, Skirt rubber, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
22	Maintenance and and Service of Full set of 4 mm Screens 4 mm Trommel Screen set (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat, inside angle, Chain duplex, Sprocket, Guide roller, Side cover, Frame structure, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
23	Maintenance and Service of Under Size Chain Conveyor (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm wide drag chain conveyor, Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast Nylon Square, Tube, Plate, Sprocket , Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
24	Maintenance and and Service of Over Size Conveyor of 4 mm (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm Chain belt assembly, Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast Nylon Square, Tube, Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1

25	Maintenance and Service of Over Size Conveyor of 4 mm (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm Chain belt assembly, Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast Nylon Square, Tube, Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1
26	Maintenance and Service of Destoner Conveyor Reject (MakeMayoVessels and Machines Pvt Ltd) including necessary spares like 600 mm Chain belt assembly, Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, cast Nylon Square, Tube, Plate, Sprocket, Lubricants, Paint, Consumables and Fasteners including Labour charges. 1 set	Nos	1

The machineries at the plant have to be operated by bidder at full capacity. Any deviation in processing the input capacity shall be reviewed and payment shall be made as per Key Performance Indicator.

vi. Operation & Maintenance of CCTV System at Lingadheeranahalli MSW Processing Plant:

There are some of the existing surveillance arrangements that are established by the Client. Some of these are in operational condition & some of these are required to be repaired & needs parts replacements. It is briefly given as follows,

vii. Operation & Maintenance of Fire Fighting System at Lingadheeranahalli MSW Processing Plant:

There is a firefighting arrangement that is established by the Client. Some of these are in operational condition & some of these are required to be repaired & needs parts replacements. The bidders are required to visit the plant, verify the requirement of repairs & maintenance and accordingly arrive at the rate to quote for processing the waste.

viii. Payment Schedule of Contract Price

The total accepted amount shall be released on monthly payment with* following *schedules:

A.	***Till 2 (two) months from commencement of services***	
	The total accepted tipping fee multiplied to the total inward input quantity shall be released based on the inward input quantity received at the processing plant	100% of the total amount
B.	***After 2 (two) months from commencement of services***	
Schedule No	***Target***	***Payment Schedule***
Schedule 1	The total accepted tipping fee multiplied to the total inward input quantity shall be released based on the inward input quantity processed at the processing plant	40% of the total amount

Schedule 2	Balance accepted tipping fee multiplied to the total inward input quantity shall be released after reviewing the processed quantity parameters and after reviewing the KPIs.	60% of the total amount

Note:

1. Any Invoice raised by the bidder for Payments shall be accompanied with a copy of the: (A) KPI adherence report for the month (B) copy of the bill(s); and (C) daily weights sheets of the electronic weighbridge installed at the entrance of the Existing Processing Facilities (d) Processed quantity reports.
2. If the Invoice is not accompanied with the supporting documents specified at (A), (B) and (C) above, the Client shall not be required to process such Invoice.
3. Within 15 (fifteen) days of receipt of an Invoice from the bidder, the Client shall verify and certify the amounts due and payable to the bidder,

ix. Key Performance Indicators

The performance of the bidder shall be monitored on monthly basis & the payment shall be released after reviewing the processing quantities parameters, deduction on account of penalties etc. at the discretion of the Client.

A. Non-adherence to process the input quantity

S. No.	***Description***	***Remarks***
1.	*If the processed quantity is greater than 90% of the total input quantity at plant on monthly basis*	*100% of the payable amount shall be released*
2.	*If the processed quantity is between 81% to 90% of the total input quantity at plant on monthly basis*	*90% of the payable amount shall be released*
3.	*If the processed quantity is between 71% to 80% of the total input quantity at plant on monthly basis*	*80% of the payable amount shall be released*
4.	*If the processed quantity is between 61% to 70% of the total input quantity at plant on monthly basis*	*70% of the payable amount shall be released*
5.	*If the processed quantity is between 51% to 60% of the total input quantity at plant on monthly basis*	*60% of the payable amount shall be released*

NOTE:

In case of repeated event of non-processing of the input quantity falls below 50% in successive 2 months, the bidder may be terminated/debarred based on the discretion of the Client.

B. Non-adherence to environment parameters for the processing of input quantity as per KSPCB norms

S. No.	***Description***	***Remarks***
1.	*If the environment parameters of monthly monitoring are not complied*	*1% of the total payable amount*

C. Non-adherence to disposal of leachate/leachate rejects

The compliance of disposal of leachate/leachate rejects shall be adhered. The penalties shall be levied accordingly as per the mentioned clause.

D. Non-adherence to maintenance of Vehicles

The adherence to the maintenance schedule for the vehicles shall be ensured. The penalties shall be levied accordingly as per the mentioned clause.

E. Non-adherence to maintenance of equipments & machinery

The adherence to the maintenance schedule for the vehicles shall be ensured. The penalties shall be levied accordingly as per the mentioned clause.

x. Deduction rates/Penalties

The bidder shall be penalized for the non-performance / non-deployment as follows:

Sl.No.	**Description**	**Deductions**	**Penalty**
1	Deployment of manpower	As per current SR, the manday payment for personnel not deployed at site shall be deducted.	For absence in duty, Rs. 500 per day shall be levied.
2	Operation & Maintenance of machinery for processing of waste, Surveillance & Fire Fighting arrangements, vehicles	The payment for processing of actual input quantity shall be done.	It is obligatory on the part of bidder to carry out any repairs within 48 hours, If time exceeds 48 hours for repairs, then consent has to be taken by bidder from the Client, otherwise a penalty will be recovered from the bidder as follows: a. **Mechanical Components** - Penalty of 1% of total processing fee for non-processed quantity.

			b. **Electrical Components** - Penalty of 0.5% of total processing fee for non-processed quantity.
3	Non-compliance with safety measures (e.g. non supply of safety belt, helmets, etc.) and first aid facilities		Rs 500 per day These shall be verified with record maintained at site
4	Non-compliance with odour control mechanism		If odour exceeds the threshold limit & pertains for more than 6 hours, then a penalty will be recovered from the bidder as 0.5% of the total tipping fee.
5	Disposal of inerts, leachate & process rejects	The rejects needs to be cleared within 24 hours	Based on the inerts, leachate & process rejects disposed on the monthly basis 1. 90% - 99% of leachate/leachate rejects disposal quantity – 0.5% of the total tipping fee for non-disposal. 2. 80% to 89% of leachate/leachate rejects disposal quantity – 1% of the total tipping fee for non-disposal. 3. 70% to 79% of leachate/leachate rejects disposal quantity – 2% of the total tipping fee for non-disposal. 4. 60% to 69% of leachate/leachate rejects disposal quantity – 3% of the total tipping fee for non-disposal. 5. 50% to 59% of leachate/leachate rejects disposal quantity – 4%of the total tipping fee for non-disposal. 6. Below 50% of non-disposal of waste during any given month shall be reviewed and penalty for such event shall be

			leading to termination/debarring.

xi. BESCOM bill payment

The energy consumed for operation of machinery at processing plant shall be paid by the agency, the same shall be reimbursed by the client as per actuals. In case of power outage, bidder must operate the plant by using provision of generator or other alternatives.

xii. Environment Health & Safety parameters

The bidder has to ensure the EHS norms as per ISO 14001 & ISO 45001 at site. The safety of workforce engaged shall be ensured by providing industrial grade protective equipment. It is mandatory to provide PPEs like helmet, jacket, safety shoes, hand gloves, nose masks, earplugs to workmen. The record of issuance of PPE should be maintained at site, which shall be reviewed during the payment.

It is responsibility of bidder to provide adequate number of signages & posters regarding environment, health & safety in & around the plant to create awareness amongst the public, employees & workmen.

In case of any fire incident at site, the bidder must ensure approved emergency preparedness & response plan shall be implemented. The bidder shall be responsible to run the plant & check the safety parameters for operation. Mock drills shall be conducted for preparedness against incidents. Responsibility matrix to be prepared by selected bidder & get it approved by client.

The monitoring of environmental parameters shall be done on monthly basis. Some of the tests that needs to conducted are: Air quality monitoring, water & waste water parameters monitoring, Compost quality measurement. Any other tests required by the Client for processing plant shall be performed by the bidder. The test reports shall be certified by NABL or equivalent laboratory.

Daily quality monitoring records of water, compost & leachate shall be maintained by the bidder by engaging the chemist deployed at site. The chemist shall be made available adequate & appropriate chemicals, reagents, equipments & PPEs to enable the testing on daily basis by the bidder.

xiii. Applicable laws

All provisions related as per the Acts noted below shall be provided to the employees by the agency only and Operator shall provide all related benefits under these following workmen's act related to labor law.

1. Minimum wages Act, 1948
2. Payment of Wages Act, 1936.
3. Contract Labour (Regulation and Abolition) Act, 1970.
4. Employees State Insurance Act, 1948.
5. Payment of Bonus Act, 1965.
6. Workmen's Compensation Act.
7. Gratuity Act and related all Laboures Law and Rules pertaining to labourers
8. Employees Provident Found Act.

Providing benefits as the above laws to its employees is the responsibility of the contract agency itself.

The selected bidder will comply with all the provision regarding licensing welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act.

The selected bidder shall also be liable to comply with all other labour and Industrial laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,) Depositing of PF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the client. Any default in compliance, the Contractor shall be held responsible.

4. SCHEDULE FOR COMPLETION OF TASKS: Operation and Maintenance of the Plant for 24 months

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT: Copy of SOP

6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED : Monthly, quarterly and yearly reports of the along with records maintained shall be submitted to the client as below.

Sl. No	Reports	No of Copies
1	Monthly Report	3 Hard copies + 1 editable Soft Copy
2	Quarterly Report	3 Hard copies + 1 editable Soft Copy
3	Annual report	3 Hard copies + 1 editable Soft Copy

In addition to the above the Bidder shall maintain a periodical reporting system to provide access and retrieval of Project Facilities operating data including all such information which is necessary to verify costs and expenses incurred and otherwise to confirm that the Bidder is in compliance with its obligations under the terms and conditions of this Contract.

The Bidder shall maintain a record for the entire Term of the following:

(i) status or progress report of the operation and maintenance of each of the Project Facilities;
(ii) report certifying that the quality and quantity of the inert sent to landfill, recovery and sale of compost;
(iii) methods of disposal used for residual matter; and
(iv) Nature and scope of any ancillary activities being carried out in accordance with the terms

and conditions of this Contract.

(v) Provide reports on accidents in respect of the Project Facilities, if any.

Any litigation or material claims, disputes or actions, threatened or filed, concerning the Project Facilities or the obligations to be performed by the Bidder under this Contract;

Structure of the Report

Each report should include:

1. Title Page
   - Report title; Client name; Location of the facility; Date of Report
2. Table of Contents
3. Executive Summary
   All information in the Executive Summary should be drawn from the more detailed information in the full report.
4. Introduction
5. Activity and Results with quantification
6. Recommendations, if any
7. Appendices
   Appendices include background material that is essential for understanding the calculations and recommendations and may include:
   - Facility layout diagrams
   - Process diagrams
   - Reference graphs used in calculations, such as motor efficiency curves
   - Data sets that are large enough to clutter the text of the report.

General Points on Report Writing

- Grammar and Style: The report should be grammatically correct. The language should be clear, concise and understandable by all readers. The writer should avoid jargon.
- Documentation: All numbers related to the results should be supported by information indicating how they were derived. This includes all savings, investment and payback information.
- Mathematical Accuracy: All calculations should be checked for mathematical accuracy. Where, for example, a table showing the breakdown and total of energy use or costs is included in the report, the total of the numbers in the breakdown should equal the amount shown as the total. If, for some reason, this is not the case, there should be a note explaining why the discrepancy is appropriate. Similarly, if numbers used in the full report differ from corresponding numbers shown in the Executive Summary, the report should contain a note or notes explaining why the discrepancy is appropriate.
- Logical Consistency: The results should be logically consistent. For example, separate summaries in the report may use different bases for calculating energy savings. One summary might be based on energy savings related to the recommended measures while a second summary might be based on energy savings related to both recommended and non4recommended measures. If such a logical inconsistency is considered necessary by the

auditor, it should be explained in a note and in the example above, both tables should be referenced to the note.

- Illustrations: Graphs and charts may be used to spark interest in the report and implementation of the recommendations but should not be used as a substitute for numerical data.

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK:

The review committee for monitoring the work includes:

- Chief Engineer & Chief General Manager
- Deputy General Manager-2
- Assistant General Manager of Plant
- Chief Finance Officer/Designated officer

8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS: The review committee shall review the reports submitted by the bidder.

9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

Position	***Qualification***	***Experience***
Supervisor – 2 numbers	BSc/Diploma in Civil/ Environment/ Chemical/ Electrical/Mechanical or equivalent	Should have minimum 3 years' experience in operating and maintaining MSW processing plants
Plant Operator – 2 numbers	ITI	Should have minimum 2 years' experience in operating and maintaining MSW processing plants

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

CONTENTS **Page No.**

I. FORM OF CONTRACT 33

II. GENERAL CONDITIONS OF CONTRACT 35

1. General Provisions 35

1.1 Definitions 35
1.2 Law Governing the Contract 36
1.3 Language 36
1.4 Notices 36
1.5 Location 36
1.6 Authorized Representatives 36
1.7 Taxes and Duties. 36

2. Commencement, Completion, Modification, and Termination of Contract 36

2.1 Effectiveness of Contract 36
2.2 Commencement of Services 36
2.3 Expiration of Contract 36
2.4 Modification 37
2.5 Force Majeure 37

2.5.1 Definition 37
2.5.2 No Breach of Contract. 37
2.5.3 Extension of Time. 37
2.5.4 Payments 37

2.6 Suspension 37

2.7 Termination 37

2.7.1 By the Client. 37
2.7.2 By the Consultants 38
2.7.3 Cessation of Rights and Obligations. 38
2.7.4 Cessation of Services… 39
2.7.5 Payment upon Termination 39

3. Obligations of the Consultants 39

3.1 General. 39
3.2 Conflict of Interest 39

Consultants Not to Benefit from Commissions, Discounts, etc. ... 39

3.2.1 Procurement Rules of Funding Agencies… 39
3.2.2 Consultants and Affiliates Not to engage in certain Activities 40
3.2.3 Prohibition of Conflicting Activities 40
3.3 Confidentiality..... 40
3.4 Insurance to Be Taken Out by the Consultants 40
3.5 Consultants' Actions Requiring Client's Prior Approval 40
3.6 Reporting Obligations 40
3.7 Documents Prepared by the Consultants to be the Property of the Client. 41
3.8 Equipment and Materials Furnished by the Client….....41
4. Consultants'Personnel and Sub-Consultants. 41
4.1 Description of Personnel. 41
4.2 Removal and/or Replacement of Personnel. 41
5. Obligations of the Client. 41
5.1 Assistance and Exemptions. 41
5.2 Services and Facilities. 42
6. Payments to the Consultants. 42
6.1 Lump Sum Remuneration. 42
6.2 Contract Price. 42
6.3 Payment for Additional Services..... 42
6.4 Terms and Conditions of Payment. 42
6.5 Interest on Delayed Payments. 42
7. Settlement of Disputes.....43
III. Amicable Settlement. 43
IV. Dispute Settlement. .....43SPECIAL CONDITIONS OF CONTRACT44
V. APPENDICES.
Appendix A — Description of the Services..... 48
Appendix B — Reporting Requirements..... 48
Appendix C — Key Personnel and Sub-consultants..... 48
Appendix D — Services and Facilities to be provided by the Client 48
Appendix E — Breakdown of Contract price in Indian Rupees…… 48
Appendix F — Form of Bank Guarantee for Advance Payments..... 49
Appendix G — Form of Bankers Certificate……..... 49

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200__ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"…. (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, ___ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called"GC

   (b) The Special Conditions of contract (hereinafter called "SC"

   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	----------

Appendix D: Services and Facilities to be provided by the Client _____

Appendix E: Breakdown of Contract Price _____

Appendix F: Form of Guarantee for Advance Payments _____

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF
CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH
OF THE MEMBERS OF THE
CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

I. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the entity consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the entities’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the bidder, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the bidder as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and deleted.

(m) 'Third party" means any person or entity other than the Government, the Client, the bidder.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer

period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC
2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-

consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix
A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

II. SPECIAL CONDITIONS OF CONTRACT

Number of the General GC Clause * Amendments of, and Supplements to, Clauses in Conditions of Contract

[1.1 (h)

The Member in Charge is _____

]. [1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.] [1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[1] *All Notes should be deleted in the Final Text*

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]* or such other time period as the parties may agree in writing]

[2.3 The period shall be _____ *[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not*

applicable] [3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are _____ .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____

. [6.4 The account is :…….]

Payments shall be made according to the following schedule :

***Note** : (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, **Reporting Requirements**. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.
- Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

***Note : this sample clause should be specifically drafted for each contract*.]**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the

matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

[1] Modify appropriately.

---

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

III. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under: F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with

Applicable Stamp Act, if any) Ref: _____

Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any

other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _ _ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

_____ _____

(signature) (signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with

Bank stamp) Attorney

as per Power of
Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

Appendix G: Form of Bankers Certificate

ON BANKS LETTER HEAD

……..

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER
(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl. No.)

Place:

Date :

To:

(Name of Address of the Beneficiary)

This is to certified that, Mr./ Mrs. …… (Name of the Customer) having his/ their registered/ Administrative office at ……. Is a customer of our bank and is/ are engaged in …….. (Name of activity). If the said customer is allotted/ awarded with ……. (Brief details of works), we may extend the credit facilities up to Rs. ……. Lakhs to meet his/ their working capital requirement towards the execution of the said work order as per the loan policy of the Bank.

This certificate is valid up to ……. months from the date of issue, i.e. up to dd/mm/yyyy.

Yours faithfully,

Branch Manager.

Schedule-1
Price Bid (indicative ONLY)

To be uploaded in KPP portal ONLY by bidder

Sl. No	Unit	Description of work	Rate in Rs. (per MT)		
			Quantity	QUOTED RATE IN FIGURES	QUOTED RATE IN WORDS
1	MT	**Operation and Maintenance of wet waste processing plant of 150 TPD Capacity located at Lingadheeranahalli**	01		

Note: Payment will be made as per the Payment schedule.